

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 70		
2. CONTRACT NO. W911RQ-11-C-0001-P00011		3. AWARD/EFFECTIVE DATE 01-Dec-2010		4. ORDER NUMBER		5. SOLICITATION NUMBER W911RQ-10-R-0021		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME PAUL A. JOHNSON			b. TELEPHONE NUMBER (No Collect Calls) 903-334-4283		8. OFFER DUE DATE/LOCAL TIME 05:00 PM 25 Aug 2010	
9. ISSUED BY RED RIVER ARMY DEPOT DIRECTORATE FOR CONTRACTING 100 MAIN DRIVE BUILDING 431 TEXARKANA TX 75507-5000 TEL: FAX:		CODE W911RQ	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input checked="" type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 13.5M NAICS: 561720			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING		12. DISCOUNT TERMS Net 30 Days
15. DELIVER TO SEE SCHEDULE		CODE	16. ADMINISTERED BY PAUL JOHNSON PHONE: 903-334-4283 FAX: 903-334-2628/2541 PAULA.JOHNSON1@US.ARMY.MIL TEXARKANA TX 75507-5000			CODE W911RQ		
17a. CONTRACTOR/OFFEROR APEX LIMITED - TRECO SERVICES JOINT VENT EMILIO GONZOLES JR 1745 GRANDSTAND DR SAN ANTONIO TX 78238-1963 TEL. 210-344-3763		CODE 4TJ49	18a. PAYMENT WILL BE MADE BY DFAS COLUMBUS DFAS - ROCK ISLAND / JAIQBAC ATTN: ROCK ISLAND PO BOX 182316 COLUMBUS OH 43218-2316			CODE HQ0303		
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		FACILITY CODE 4TJ49	18b. SUBMIT INV/OICES TO A ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. A.MOUNT	
SEE SCHEDULE								
25. ACCOUNTING AND APPROPRIATION DATA See Schedule					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$4,358,658.60			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED		
						09-Nov-2010		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) PAULA G. TIDWELL / CONTRACTING OFFICER TEL: 903-334-3480 EMAIL: paula.g.tidwell.civ@mail.mil					

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 70		
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL
37. CHECK NUMBER		38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		
				40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE		42b. RECEIVED AT (<i>Location</i>)	
					42c. DATE REC'D (<i>YY/MM/DD</i>)	
					42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001	CUSTODIAL SERVICE BASE YEAR FFP BASE YEAR	1	Months	\$960,325.84	\$960,325.84

Provide all management, tools, equipment, materials, and labor necessary to ensure that custodial services are performed at Red River Army Depot (RRAD) in Texarkana, Texas in a manner that will maintain a satisfactory facility condition and present a clean, neat and professional appearance.

See attached Performace Work Statement for detailed description of the services required.

See Provision DoD-L1 for Additional Instructions and Section J Bid Schedule and Statement of Work attachments/ instructions.

Note: Refer to FAR Clauses 52.000-4957, 52.232-4059, and DFARS 252.232-7003 for Invoicing instructions. Authorize personnel of RRAD, the Contracting Officers Representative (COR), shall certify invoice in Wide Area Work Flow (WAWF) for the performance and contracting officer shall certify invoice in WAWF for payment.

Terry Sturdivant, Primary COR, 903-334-2937
 Alternate COR Roger Batchelor, 903-334-4047
 FOB: Destination
 MILSTRIP: A3E00001300001
 PURCHASE REQUEST NUMBER: A3E00001300001

ESTIMATED NET AMT	\$960,325.84
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ACRN AA CIN: A3E000013000010001	\$960,325.84
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002	Additional funds for custodial service FFP Additional funds for Base year additional work and Equitable Adjustment FOB: Destination PURCHASE REQUEST NUMBER: A3E00012340001	1	Lump Sum	\$120,325.84	\$120,325.84
ESTIMATED NET AMT					\$120,325.84
ACRN AG CIN: A3E000123400010001					\$120,325.84

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001			Lump Sum	\$0.00	\$0.00

EXERCISED OPTION CUSTODIAL SERVICE OPTION YEAR 1 FFP OPTION YEAR 1

Provide all management, tools, equipment, materials, and labor necessary to ensure that custodial services are performed at Red River Army Depot (RRAD) in Texarkana, Texas in a manner that will maintain a satisfactory facility condition and present a clean, neat and professional appearance.

See attached Performance Work Statement for detailed description of the services required.

See Provision DoD-L1 for Additional Instructions and Section J Bid Schedule and Statement of Work attachments/ instructions.

Note: Refer to FAR Clauses 52.000-4957, 52.232-4059, and DFARS 252.232-7003 for Invoicing instructions. Authorize personnel of RRAD, the Contracting Officers Representative (COR), shall certify invoice in Wide Area Work Flow (WAWF) for the performance and contracting officer shall certify invoice in WAWF for payment.

Terry Sturdivant, Primary COR, 903-334-2937
 Alternate COR Roger Batchelor, 903-334-4047
 FOB: Destination
 MILSTRIP: A3E00001300002
 PURCHASE REQUEST NUMBER: A3E00001300002-0009

ESTIMATED NET AMT	\$0.00
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ACRN AB CIN: A3E000013000020001	\$0.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AA		1	Lump Sum	\$1,364,838.24	\$1,364,838.24
EXERCISED OPTION	OptionYear#1-Custodial Services FFP See CLIN for Description this is funded contract line item for payments FOB: Destination PURCHASE REQUEST NUMBER: A3E00001300002-0009				
					\$1,364,838.24
ACRN AH CIN: A3E000013000021001AA					\$1,364,838.24

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AB		1	Lump Sum	\$200,451.04	\$200,451.04
EXERCISED OPTION	OY#1Custodial Svcs Incidental Supplies FFP Delivery of Custodial Supplies in conjunction with the Custodial Services provided in SUBCLIN 1001AA, Vendor will provide supplies as indicated in the Scope of Work Soap, Liquid (bag), Soap, Liquid Antibacterial, Soap, Powdered, Disinfectant Spray, Paper Cups, Toilet Tissue, Jumbo Roll Tissue, Paper Towels various types, Plastic trash bags. See scope of work for details and COR or Contracting Officers Instructions. FOB: Destination PURCHASE REQUEST NUMBER: A3E00001300002-0009				
					\$200,451.04
ACRN AH CIN: A3E000013000021001AB					\$200,451.04

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001			Lump Sum	\$0.00	\$0.00

OPTION CUSTODIAL SERVICE OPTION YEAR 2
FFP
OPTION YEAR 2

Provide all management, tools, equipment, materials, and labor necessary to ensure that custodial services are performed at Red River Army Depot (RRAD) in Texarkana, Texas in a manner that will maintain a satisfactory facility condition and present a clean, neat and professional appearance.

See attached Performace Work Statement for detailed description of the services required.

See Provision DoD-L1 for Additional Instructions and Section J Bid Schedule and Statement of Work attachments/ instructions.

Note: Refer to FAR Clauses 52.000-4957, 52.232-4059, and DFARS 252.232-7003 for Invoicing instructions. Authorize personnel of RRAD, the Contracting Officers Representative (COR), shall certify invoice in Wide Area Work Flow (WAWF) for the performance and contracting officer shall certify invoice in WAWF for payment.

Terry Sturdivant, Primary COR, 903-334-2937
Alternate COR Roger Batchelor, 903-334-4047
FOB: Destination
MILSTRIP: A3E00001300003
PURCHASE REQUEST NUMBER: A3E00001300003

ESTIMATED NET AMT	\$0.00
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ACRN AC CIN: A3E000013000030001	\$0.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AA EXERCISED OPTION	OptionYear #2 Custodial Services FFP FOB: Destination MILSTRIP: A3E00001300003 PURCHASE REQUEST NUMBER: A3E00001300003-0004	1	Months	\$1,509,453.96	\$1,509,453.96
					ESTIMATED NET AMT
					\$1,509,453.96
ACRN AJ CIN: A3E000013000030001AA					\$1,509,453.96

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AB EXERCISED OPTION	OY #2 Custodial Svcs Incidental FFP FOB: Destination MILSTRIP: A3E00001300003 PURCHASE REQUEST NUMBER: A3E00001300003-0004	1	Months	\$203,263.68	\$203,263.68
					ESTIMATED NET AMT
					\$203,263.68
ACRN AJ CIN: A3E000013000030001AB					\$203,263.68

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001		1	Lump Sum	\$0.00	\$0.00

OPTION CUSTODIAL SERVICE OPTION YEAR 3
FFP
OPTION YEAR 3

Provide all management, tools, equipment, materials, and labor necessary to ensure that custodial services are performed at Red River Army Depot (RRAD) in Texarkana, Texas in a manner that will maintain a satisfactory facility condition and present a clean, neat and professional appearance.

See attached Performace Work Statement for detailed description of the services required.

See Provision DoD-L1 for Additional Instructions and Section J Bid Schedule and Statement of Work attachments/ instructions.

Note: Refer to FAR Clauses 52.000-4957, 52.232-4059, and DFARS 252.232-7003 for Invoicing instructions. Authorize personnel of RRAD, the Contracting Officers Representative (COR), shall certify invoice in Wide Area Work Flow (WAWF) for the performance and contracting officer shall certify invoice in WAWF for payment.

Terry Sturdivant, Primary COR, 903-334-2937
Alternate COR Roger Batchelor, 903-334-4047
FOB: Destination
MILSTRIP: A3E00001300004
PURCHASE REQUEST NUMBER: A3E00001300004

ESTIMATED NET AMT	\$0.00
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ACRN AD CIN: A3E000013000040001	\$0.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001		1	Lump Sum	\$0.00	\$0.00

OPTION CUSTODIAL SERVICE OPTION YEAR 4
FFP
OPTION YEAR 4

Provide all management, tools, equipment, materials, and labor necessary to ensure that custodial services are performed at Red River Army Depot (RRAD) in Texarkana, Texas in a manner that will maintain a satisfactory facility condition and present a clean, neat and professional appearance.

See attached Performace Work Statement for detailed description of the services required.

See Provision DoD-L1 for Additional Instructions and Section J Bid Schedule and Statement of Work attachments/ instructions.

Note: Refer to FAR Clauses 52.000-4957, 52.232-4059, and DFARS 252.232-7003 for Invoicing instructions. Authorize personnel of RRAD, the Contracting Officers Representative (COR), shall certify invoice in Wide Area Work Flow (WAWF) for the performance and contracting officer shall certify invoice in WAWF for payment.

Terry Sturdivant, Primary COR, 903-334-2937
Alternate COR Roger Batchelor, 903-334-4047
FOB: Destination
MILSTRIP: A3E00001300005
PURCHASE REQUEST NUMBER: A3E00001300005

ESTIMATED NET AMT	\$0.00
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ACRN AE CIN: A3E000013000050001	\$0.00
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CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
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W911RQ-11-C-0001

0001	\$	\$
0002	\$	\$
1001	\$	\$
1001AA	\$	\$
1001AB	\$	\$
2001	\$	\$
2001AA	\$	\$
2001AB	\$	\$
3001	\$	\$
4001	\$	\$

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1001AA	Destination	Government	Destination	Government
1001AB	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2001AA	Destination	Government	Destination	Government
2001AB	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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W911RQ-11-C-0001

0001	POP 01-JAN-2011 TO 31-DEC-2011	N/A	RED RIVER ARMY DEPOT TERRY STURDIVANT M/F BLDG 421 100 JAMES CARLOW DRIVE TEXARKANA TX 75507-5000 903-334-2937 FOB: Destination	W911RQ
0002	POP 01-AUG-2011 TO 31-DEC-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
1001	POP 01-JAN-2012 TO 31-DEC-2012	N/A	N/A FOB: Destination	
1001AA	POP 01-JAN-2012 TO 31-DEC-2012	N/A	RED RIVER ARMY DEPOT TERRY HESS M/F BLDG 421 100 JAMES CARLOW DRIVE TEXARKANA TX 75507-5000 903-334-4024 FOB: Destination	W911RQ
1001AB	POP 01-JAN-2012 TO 31-DEC-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
2001	N/A	N/A	N/A	N/A
2001AA	POP 01-JAN-2013 TO 31-DEC-2013	N/A	RED RIVER ARMY DEPOT TERRY HESS M/F BLDG 421 100 JAMES CARLOW DRIVE TEXARKANA TX 75507-5000 903-334-4024 FOB: Destination	W911RQ
2001AB	POP 01-JAN-2013 TO 31-DEC-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
3001	POP 01-JAN-2014 TO 31-DEC-2014	N/A	RED RIVER ARMY DEPOT TERRY STURDIVANT M/F BLDG 421 100 JAMES CARLOW DRIVE TEXARKANA TX 75507-5000 903-334-2937 FOB: Destination	W911RQ
4001	POP 01-JAN-2015 TO 31-DEC-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930.AAPP6D 25403E0000A3E000013000015DR431041117
AMOUNT: \$960,325.84
CIN A3E000013000010001: \$960,325.84

AB: 97X4930.AAPP6D 25403E0000A3E000013000025DR431041117
AMOUNT: \$0.00
CIN A3E000013000020001: \$0.00

AC: 97X4930.AAPP6D 25403E0000A3E000013000035DR431041117
AMOUNT: \$0.00
CIN A3E000013000030001: \$0.00

AD: 97X4930.AAPP6D 25403E0000A3E000013000045DR431041117
AMOUNT: \$0.00
CIN A3E000013000040001: \$0.00

AE: 97X4930.AAPP6D 25403E0000A3E000013000055DR431041117
AMOUNT: \$0.00
CIN A3E000013000050001: \$0.00

AG: 97X4930AAPP6D 25403E0000A3E000123400015DR431041117
AMOUNT: \$120,325.84
CIN A3E000123400010001: \$120,325.84

AH: 97X4930AAPP6D 25403E0000A3E000013000025DR431041117
AMOUNT: \$1,565,289.28
CIN A3E000013000021001AA: \$1,364,838.24
CIN A3E000013000021001AB: \$200,451.04

AJ: 97X4930AAPP6D 25403E0000A3E000013000035DR431041117
AMOUNT: \$1,712,717.64
CIN A3E000013000030001AA: \$1,509,453.96
CIN A3E000013000030001AB: \$203,263.68

PERFORMANCE STATEMENT OF WORK

PERFORMANCE WORK STATEMENT

FOR

CUSTODIAL CONTRACT

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ALLC

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Open Solcitations page for additional information)

ACRONYMS

D-Daily

2D-Twice a day

D4-Four days a week

D5-Five days a week

D6-Six days a week

D7-Seven days a week

S4-Swing shift four days a week

S5-Swing shift five days a week

S6-Swing shift six days a week

S7-Swing shift seven days a week

W-Weekly

2W-Twice a week

M-Monthly

M3-Once every three months

M6-Once every six months

SECTION 1

**PERFORMANCE WORK STATEMENT
FOR
CUSTODIAL SERVICES**

1. DESCRIPTION OF SERVICES. The contractor shall provide all management, tools, equipment, materials, and labor necessary to ensure that custodial services are performed at Red River Army Depot in Texarkana, Texas in a manner that will maintain a satisfactory facility condition and present a clean, neat and professional appearance.

1.1. BASIC CLEANING SERVICES. The contractor shall accomplish all cleaning tasks to meet the requirements of this Performance Work Statement (PWS) and the Service Delivery Summary (SDS) at frequencies determined by the contractor, but not less than the minimum cleaning frequencies established in Appendices.

1.1.1. Maintain Floors. All non-carpeted floor surface areas (including concrete and rubber tile), shall have a uniform, glossy appearance and be free from dirt, debris, dust, scuff marks, heel marks, stains/ discoloration and other foreign matter. Baseboards, corners, and wall/floor edges shall also be clean. All floor maintenance solutions shall be removed from baseboards, furniture, trash receptacles, etc. Chairs, trash receptacles, and other moveable items shall be moved to maintain floors underneath these items. All moved items shall be returned to their original and proper position. The contractor shall display caution signs such as "Wet Floor" when cleaning floors or display "Closed for Cleaning" signs in areas where other than contractor personnel are present, in accordance with (IAW) standard industry practice. All signs will be in English.

1.1.2. Remove Trash. All trash containers shall be emptied, cleaned with a germicidal detergent, disinfected and returned to their initial location. Any obviously soiled or torn plastic trash receptacle liners shall be replaced. Trash receptacles (including exterior receptacles and exterior of receptacles) shall be clean, free of foreign matter, dirt, and streaks and free of odors. Boxes, cans, and paper placed near a trash receptacle and marked "TRASH" shall be removed. Trash shall be deposited in the nearest outside trash collection container. Trash cans shall lids shall be securely closed, to include pushing down trash if necessary. Residual trash that falls in or around facilities, trash receptacles, containers or grounds during service shall be removed. No trash will be left along side trash containers at any time.

1.1.3. Empty and Clean Public Ashtrays and Urns. The Contractor shall empty all public ashtray and urns within 50 feet of the exterior of the facility. Ashtrays shall be free of ashes, debris, odors, and stains.

1.1.4. Clean Interior/Exterior Glass/Mirrors. Clean all interior/exterior glass including glass in doors, partitions, walls, display cases, directory boards, etc. Glass shall be free of obvious fingerprints, film, dirt, smudges, water, streaks or other foreign matter.

1.1.5. Clean and Disinfect Drinking Fountains. Clean and disinfect all porcelain and polished metal surfaces, including the orifices and drains, as well as exterior surfaces of fountains and sinks. All drinking fountains shall be sanitized and free of streaks, stains, spots, smudges, scale, and other obvious soil. All bright work has been dry shined. At no time will used cleaning solutions/water substances be poured into drinking fountains.

1.1.6. Clean Stairways. All floor surfaces shall be cleaned in accordance with paragraph 1.1.1 or 1.1.7, as appropriate for floor covering. Grease and grime shall be removed from stair guards, handrails and baseboards. Stairways, stair treads and stairway walls shall be free of marks, dirt, smudges, scuffs, and other foreign matter.

1.1.7. Vacuum Carpets. Vacuum carpeted areas. Carpeted area shall be free of all visible dirt, debris, litter and other foreign matter. All tears, burns, and raveling shall be brought to the attention of the government representative.

1.1.7.1. Spot Clean Carpets. Spot clean or shampoo dirty carpets of an area of 5 square feet or less. Any spots shall be removed by carpet manufacturer's approved methods and be free of recent, removable stains, and spills, as soon as noticed.

1.1.7.2. Shampoo Carpets/Stairways. All carpeted floor areas and stairways shall be shampooed with manufacturers recommended product and standard commercial practices. A heavy-duty cleaning may be required in heavy soiled areas. After shampooing, the surface shall have a clean, uniform appearance; free of stains, streaks, spots, moisture, discoloration and other evidence of soil. All tears, burns, and raveling shall be brought to the attention of the government representative.

1.1.7.2.1. **Water Extraction.** If necessary, the contractor shall remove excess water from carpeting prior to cleaning. After extraction, carpet shall not release water when compressed.

1.1.8. **Vacuum and Clean Floor/Walk-Off Mats.** Vacuum and clean interior and exterior floor mats. After vacuuming or cleaning, mats shall be free of all visible lint, litter, soil and other foreign matter. No soil, debris or moisture shall remain underneath the mats. Mats shall be returned to their normal location upon completion.

1.1.9. **General Spot Cleaning.** Perform spot cleaning on a continual basis, during normal scheduled cleaning. Spot cleaning includes, but is not limited to removing or cleaning smudges, fingerprints, marks, streaks, spills, etc., from washable surfaces of all walls, partitions, vents, grillwork, doors, door guards, door handles, push bars, kick plates, light switches, temperature controls, and fixtures. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots, and other evidence of soil. A spot is 2 square feet or less.

1.1.10. **General Dusting.** All horizontal and vertical surfaces must be dusted or cleaned to eliminate dust collection and debris and present a clean appearance.

1.2. **RESTROOMS & CHANGE ROOMS.** The contractor shall meet all standards specified by Section 1.1. and those standards following.

1.2.1. **Clean and Disinfect Restrooms.** Clean and disinfect all surfaces of sinks, toilet bowls, urinals, showers (including doors, curtains and grout), shower mats, dispensers, trash receptacles (including small receptacle in stall partitions-female restrooms/locker rooms), plumbing fixtures, saunas (including benches, walls and floors), drain ducts, partitions, doors (including lockers), walls, tables, chairs, mirrors and other such surfaces, using a germicidal detergent. After cleaning, surfaces and receptacles shall be free of deposits, dirt, debris, streaks, and odors. Clean/disinfect/polish all surfaces of partitions, stalls, stall doors, entry doors, (including handles, kick plates, ventilation grates, metal guards, etc.), and adjacent wall areas.

1.2.2. **De-scale Showers, Toilet Bowls, Urinals and Sinks.** De-scaling shall be performed monthly as a minimum and as often as needed to keep areas free of scale, soap films, and other deposits. After de-scaling, surfaces shall be free from streaks, stains, scale, scum, urine deposits, hair, and rust stains. All bright work has been dry shined.

1.2.3. **Sweep/Mop/Disinfect Floor.** Floor surface, including grout, shall be free from litter, dirt, dust and debris. Grout on wall and floor tiles (including shower stalls) shall be free of dirt, scum, mildew, residue, etc. Floors shall be uniform in appearance free of streaks, swirl marks, detergent residue, or any evidence of soil, stain, film or standing water. Moveable items shall be tilted or moved to sweep and damp mop underneath. Floors shall be stripped, scrubbed, waxed, etc., as necessary to maintain sanitary conditions and a clean, uniform appearance.

1.2.4. **Restock Restroom/Shower rooms/Custodial closets.** Contractor shall ensure restrooms and custodial closets are stocked sufficiently so that supplies do not run out. Supplies shall be placed in designated dispensers. No overstocking shall be allowed. If supplies run out prior to the next supply date, contractor shall refill within two (2) hours of notification. A supply date is each day a facility is open, not the day the facility receives service. The Contractor shall supply all necessary materials such as liquid hand soap (including dispensers) and cleansers required in the performance of this PWS. Janitorial closets may or may not be available to store supplies in various buildings. The government shall only make available a janitorial closet when available. During imminent threat of severe inclement weather, the Contracting Officer (KO) may notify the contractor to pre-stock normal weekly supplies to any designated shelters. Special event cleanings such as base exercises, or distinguished visitor visits may require above normal supply usage.

1.2.5. **Remove Trash.** Empty all trash containers and return to their initial location. Removed items placed near a trash container (boxes, cans, paper, etc.). Replace any obviously soiled or torn plastic trash container liners. Trash can liners shall be of proper size and shape to adequately fit trash cans. Deposit collected trash from custodial services in the nearest outside trash collection container. Remove all residual trash that falls in or around facilities or grounds during service. Trash containers shall be left clean, free of foreign matter and odors.

1.2.6. **CLEAN ROOMS ADJACENT TO REGULATED AREAS.** Contractor will perform the cleaning in this area with wet mop not sweeping as to control a dust environment

1.2.7. **CLEANING DECONTAMINATION AREA.** (4 rooms- male & female in bldg 364, male & female in Bldg 323). These rooms shall be damp mopped/wipe only as no vacuuming or dusting will be allowed. Employees will obey posted signs (ie. no eating or drinking in area). Estimated SF: 290 SF, 205 SF, 180 SF and 180 SF respectively.

1.3. **FITNESS CENTER.** The contractor shall meet all standards specified by Sections 1.1., 1.2., 1.7. and the standards following. Contractor shall clean and disinfect all exercise and weight equipment within the main exercise room and the cardio room in addition to the basic cleaning services.

1.3.1. **Equipment.** Contractor shall clean and disinfect all weight scales, massage tables, exercise equipment (including aerobic steps, risers and portable mats), equipment pads and housings and rubber matting under the equipment. Weight scales, massage tables, exercise equipment, pads and housings shall be free of dirt, debris, and foreign matter.

1.3.1.1. **Walls.** Walls shall be free of dirt, debris, streaks, scuff (ball) marks, heel marks, smudges and fingerprints.

1.3.1.2. **Floors.** Floors shall be uniform in appearance free of streaks, swirl marks, detergent residue, dirt, debris (including chewing gum), foreign matter, film or standing water.

1.3.2. **Furniture.** Furniture shall be free of dirt, debris and foreign matter.

1.4. **AMC Logistics Leadership Center (ALLC).** The contractor shall ensure that ALLC is cleaned to all standards specified by Sections 1.1., 1.2., and 1.7. on a constant basis during the first day of the school year, until the last day of the school year (approximately mid-August--mid-June). All vacuuming and trash pick-up will be accomplished after school hours, 1600 hours. The contractor shall perform minimized service to all areas except the administrative offices and restrooms during the summer session. During the summer (approximately mid-June—mid-August) administrative offices and restrooms shall continue to receive service as specified in Sections 1.1. and 1.2. The contractor shall coordinate Periodic Services with the designated contract Quality Assurance Evaluator (QAE) or as directed by the Contracting Officer (KO).

1.4.1. **Clean Chalkboards/Whiteboards and Dry-Erase Boards.** Boards, trays adjacent walls and trims shall be free of all writing, chalk, ink and residue and shall be uniform in appearance.

1.4.2. **Tables, Chairs, and Desks.** Clean and disinfect tables, chairs and desks. Tables, chairs and desks shall be free of film, glue, ink, debris, and streaks.

1.4.3. **Special Attention Rooms.** Special Attention Rooms identified by the KO shall be cleaned in accordance with this PWS after each session (currently twice per day, once in the morning and once in the afternoon).

1.4.4. **Spot Cleaning.** The contractor shall perform emergency spot cleaning for spills or other stains as needed within fifteen (15) minutes of verbal notification.

1.5. **HEALTH CLINIC TREATMENT FACILITIES.** The contractor will provide Low Level Disinfection as defined by The Association of Professionals in Infection Control and Epidemiology (APIC), to include disinfection of all non-critical items which contact the skin. The contractor shall meet all standards specified by Sections 1.1., 1.2., 1.7. and those standards following.

1.5.1. **Special Attention Rooms.** Special Attention Rooms identified by the KO shall be cleaned in accordance with this PWS. The current Special Attention Rooms are the Treatment Rooms and Isolation Room. These rooms shall be cleaned using strict aseptic cleaning procedures developed by the contractor in conjunction with the Infection Control Officer and the areas supervisors.

1.5.2. **Exterior Cleaning.** Areas requiring exterior cleaning shall be the parking lot, all exterior walks and stairs, landings, entrances and grass areas. Foot scrapers, grates and mats shall be removed, cleaned and returned to their original locations. All areas shall be kept clean and free of debris and litter.

1.5.3. **Window Treatments.** Window treatments shall be clean, uniform in appearance and free of dirt, debris, stains, mold, mildew, and foreign objects.

1.5.4. **Regulated Medical Waste.** Contractor shall collect all regulated medical waste in a transport cart separate from general refuse. Waste shall be delivered to identified, consolidated Regulated Medical Waste areas within designated Medical Facilities. Pictures of medical waste containers are attached and titled: "Medical Waste Containers."

1.5.5. **Specialized Cleaning Requirement.** Contractor shall use a special detergent (contractor provided), to be used only for cleaning spots with blood spills or any Regulated Medical Waste Spill. The contractor shall also be required to do specialized cleaning, as needed, if a patient is in an isolation, exam and or procedure room and housekeeping is needed. The contractor will provide all the Personal Protection Equipment (PPE) and guidance to their employees on how to proceed with the use of the PPE, in addition to the cleaning requirement.

1.6 **PERIODIC CLEANING SERVICES.** A periodic cleaning schedule will be forwarded to the QAE prior to performance of services and notify the QAE upon completion of service(s) for inspection.

1.6.1 **Floor Maintenance.** Tiled floors shall be cleaned using industrial strength floor machines, and/or power washer to maintain their shine. All carpeted floor areas and stairways shall be shampooed. After shampooing, the surface shall have a clean, uniform appearance; free of stains, streaks, spots, and other evidence of soil. All tears, burns, and raveling shall be brought to the attention of the QAE and/or building manager.

1.6.1.1 **Strip, Scrub, Seal, and Wax Floors.** Strip, scrub, seal, and wax floors as necessary to maintain a uniform glossy appearance. A non-skid wax is required. A uniform glossy appearance shall be free of scuffmarks, heel marks, wax build-up, and other stains and discoloration.

1.6.2 Clean **Interior/Exterior Windows.** Window screens shall be removed and cleaned, as needed. After windows have been cleaned, interior/exterior frames, casings, sills, and glass shall be free of all traces of film, dirt, smudges, water and other foreign matter. Non-abrasive cleaners shall be used.

1.6.3 Clean **Light Fixtures.** Contractor shall clean all light fixtures including shades, louvers and diffusers. After cleaning, interior and exterior of light fixtures shall be free of bugs, dirt, dust, and debris.

1.6.4 **Clean Diffusers/Registers/Vents.** Contractor shall clean interior horizontal and vertical diffusers/registers/vents (including surrounding areas). These items/areas shall be free of debris, cobwebs and dirt.

1.6.5 **Chalkboards, “Smart-boards” and Dry-Erase Boards.** All chalkboards, “Smart-boards” and dry-erase boards in buildings shall be cleaned once each week, unless marked “DO NOT ERASE”. Boards, trays, adjacent walls, and trim shall be free of all writing, dusts, streaks, marks and smudges. Only warm clean water or chemicals recommended by the chalkboard, “Smart-board” or dry-erase board manufactures may be used for cleaning.

1.7 **EMERGENCY, SPECIAL EVENT OR ADDITIONAL CLEANING SERVICES.** Upon notification, the contractor shall perform Emergency, Special Event Cleaning or Additional Services, in addition to regularly scheduled work, as required under this contract. These items shall be invoiced under the optional SQ FT line items.

1.7.1 **Emergency Services.** Upon notification by the Contracting Officer, which may be verbal, the contractor shall perform emergency services with qualified personnel and equipment within 1 hour during normal duty hours and 2 hours outside normal duty hours, of notification. Contractor shall perform emergency cleaning due to broken water pipes, commode overflow, vandalism and similar emergencies to restore an area to the standards of the PWS, paragraphs 1.1 through 1.6.5. Performance of emergency cleaning may be required in a building, area or room covered and/or not covered under this contract. The contracting officer shall order cleaning services through the appropriate line item listing. The services for emergency work may include any of the listed cleaning services, paragraph 1.1 through 1.6.5. Completion schedule shall be determined for each instance.

1.7.2 **Special Event Cleaning Services.** In addition to scheduled custodial services, the contractor shall be required to perform special event cleaning. Cleaning may include any listed cleaning services in paragraphs 1.1 through 1.6.5. and maintain a prestige cleaning level. The contracting officer shall notify the contractor as soon as a special event requirement is known but no less than 24 hours prior to the event. The QAE will notify the contractor of the facility location and duration of the special event cleaning. This service is subject to seven days per week frequencies, including holidays. The base averages 4 – 8 special events a year, but this can vary from zero to over 10 in any given year. Examples of special events:

Spring Clean-up	Fire Prevention Week	Clean-up Campaigns
Expositions	Open House	Command Facility Assessment
VIP Visits	Inspection Team Visits	Community Appreciation Day
Base Exercise	Inspector General Team Visits	

1.7.3 Additional Cleaning. Upon notification by the COR, which may be verbal, the contractor shall perform additional cleaning services with qualified personnel and equipment on during the week or weekends. Cleaning may include any listed cleaning services in paragraphs 1.1 through 1.6.5. and maintain a prestige cleaning level. The COR shall notify the contractor as soon as requirement is known but no less than 24 hours prior. The QAE will notify the contractor of the facility location and duration of the additional cleaning. The building may be a line item or may be for other areas, but will be on RRAD property. This service is subject to seven days per week frequencies, including holidays. These items shall be invoiced under the optional SQ FT line items and will not be less than 200 SF per area.

SECTION 2

1. SERVICE DELIVERY SUMMARY. The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement and is the point that divides acceptable and unacceptable performance of tasks. These thresholds are critical to mission success. The Government expects the contractor to perform at a minimum, the identified acceptable levels throughout the life of the contract, and the contractor's performance shall be a significant consideration when exercising contract option year(s) and evaluating recommendations for future government contracts and/or awards.

Performance Objective	PWS Para	Performance Threshold
<p><u>Basic Cleaning Services.</u> Carpets are free of all visible litter, dust, dirt, and soil. Floors are free of all visible litter, dust, and soil. Finished floors have a glossy appearance and are free of scuff and heel marks and other stains and discoloration. Trash is empty. Plastic liners are in good condition. Glass and mirrors have no traces of film, dirt, smudges, of water. Drinking fountains are disinfected and free of streaks, stains, spot, smudges, scale and other deposits. Dust walls, ceilings, structural components, equipment, office furniture and artwork to remove dirt, dust, lint, streaks, cobwebs and other matter. Restrooms and locker rooms are disinfected and free of dirt, deposits streaks and odors. Toilets and urinals are disinfected and free of scale, stains, scum and other deposits. Ash containers are emptied and free of ashes, odors and stains. Exterior walks, stairs, landings, grass areas and platform must be kept cleaned and free of litter. The mud and dirt collected in foot scrapers, grates, and mats shall be removed and swept clean. All waste, such as paper, cans, bottles, and other debris, shall be picked up and disposed of. The interior and exterior of the light fixtures shall be free of bugs, dirt, dust, grease, and other foreign matter. Exterior and interior duct portions of registers, diffusers, and grills shall be cleaned. Dust is not visible.</p>	1.1.	95% of all facilities are without customer complaints for the month.
<p><u>Basic Restrooms/Locker Rooms Cleaning Services.</u> Restrooms and locker rooms are disinfected and free of dirt, deposits, streaks and odors. Showers are disinfected and free of soap films, scum and other deposits. Toilets and urinals are disinfected and free of scale, stains, scum and other deposits. Floors are free of litter, dirt, dust and debris. Supplies are adequate until next service.</p>	1.2.	95% of all facilities with restrooms/locker rooms are without customer complaints for the month.
<p><u>Fitness Center Cleaning Services.</u> Restrooms and locker rooms are disinfected and free of dirt, deposits, streaks and odors. Showers are disinfected and free of soap films, scum and other deposits. Toilets and urinals are disinfected and free of scale, stains, scum and other deposits. Floors are free of litter, dirt, dust and debris. Supplies are adequate until next service. All weight scales, massage tables, exercise equipment (including aerobic steps, risers and portable mats), equipment pads and housings and rubber matting under the equipment shall be cleaned and disinfected. Weight scales, massage tables, exercise equipment, pads and housings shall be free of dirt, debris, and foreign matter.</p>	1.1/1.2/1.3/1.7	Not to exceed 1 customer complaint per month.
<p><u>ALLC Cleaning Services.</u> Floors, baseboards, corners and wall edges are free of dirt, dust and debris. Trash is empty; Plastic liners are in good condition. Trash containers are free of odors and visible dirt. Trash is emptied into outdoor trash collection container. Ash containers are emptied and free of ashes, odors and stains. Glass and mirrors have no traces of film, dirt, smudges, or water. Drinking fountains are disinfected and free of streaks, stains, spots, smudges, scale and other deposits. Stairways are free of dirt, debris, marks, smudges, scuffs and other foreign matter. Carpets are free of dirt, debris, litter and other foreign matter. Dust is not visible.</p>	1.1/1.2/1.4./1.6/ 1.7	Not to exceed 1 customer complaint per month.
<p><u>Health Clinic</u> Carpets are free of all visible litter, dust, dirt, and soil. Floors are free of all visible litter, dust, and soil. Finished floors have a glossy appearance and are free of scuff and hell marks and other stains and discoloration. Trash is empty. Plastic liners are in good condition. Glass and mirrors have no traces of film, dirt, smudges, of water. Drinking fountains are disinfected and free of streaks, stains, spot, smudges, scale and other deposits. Dust walls, ceilings, structural components, equipment, office furniture and artwork to remove dirt, dust, lint, streaks, cobwebs and other matter. Restrooms and locker rooms are disinfected and free of dirt, deposits streaks and odors. Toilets and urinals are disinfected and free of</p>	1.1/1.2/1.5/1.7	Not to exceed 1 customer complaint per month.

scale, stains, scum and other deposits. Ash containers are emptied and free of ashes, odors and stains. Exterior walks, stairs, landings, grass areas and platform must be kept cleaned and free of litter. The mud and dirt collected in foot scrapers, grates, and mats shall be removed and swept clean. All waste, such as paper, cans, bottles, and other debris, shall be picked up and disposed of. The interior and exterior of the light fixtures shall be free of bugs, dirt, dust, grease, and other foreign matter. Exterior and interior duct portions of registers, diffusers, and grills shall be cleaned to remove dirt and dust.		
Standard Office Areas. Floors, baseboards, steps, landings, entrance mats, grates, corners and wall edges are free of dirt, dust and debris. Trash is empty. Plastic liners are in good condition. Trash containers are free of odors and visible dirt. Trash is emptied into outdoor trash collection container. Ash containers are emptied and free of ashes, odors and stains. Furniture, fixtures, cabinets, ledges, moldings, window sills, doors, frames, and stair rails are free of dust, dirt, cobwebs and oil streaks. Desktops, registers, typewriters, business machines, electronic equipment and plotting boards are free of dust. Glass and mirrors have no traces of film, dirt, smudges, or water. Drinking fountains are disinfected and free of streaks, stains, spots, smudges, scale and other deposits. Stairways are free of dirt, debris, marks, smudges, scuffs and other foreign matter. Restrooms are stocked. Toilet bowls, urinals, lavatories, dispensers, exterior surfaces and fixtures are camp clean and disinfected, free of stubborn stains and smells. Carpets are free of dirt, debris, litter and other foreign matter. Dust is not visible.	1.1/1.2/1.5/1.7	Not to exceed 4 customer complaints per month.
Periodic Cleaning Services. Custodial Services performed IAW PWS requirements.	1.6	95% of all facilities receiving periodic services are without customer complaints for the reporting period.
Hourly/Emergency/Special Event Services Custodial Services performed IAW PWS requirements.	1.7	100% for each call

2.1. **Performance Threshold.** The performance objectives (PO) are the results/output of the required services. Specific PO's are listed on the SDS table. The contractor shall be rated acceptable or unacceptable based on the number of customer complaints/comments or observed periodic inspections. Deficiencies noted each month for each SDS item. This number is identified as the Performance Threshold.

2.2. **Standard.** 95% of all facilities are without customer complaints for the month or service period. For example, if they are 100 facilities receiving service during the month, the QAE should receive no more than 5 customer complaints during the service period. For the purpose of these services, a facility may never have more than one customer complaint per month.

2.2.1. **Acceptable Performance.** Is achieved when the contractor does not exceed the number of customer complaints or observed defects stated in the SDS table in a given month for each PO.

2.2.2. **Define Unacceptable performance.** Is exhibited when the contractor exceeds the number of customer complaints of observed defects stated in the SDS table in a given month for each PO.

2.3. **Procedures.** Any base employee that observes unacceptable services, either incomplete or not performed, for any of the above performance objectives should immediately contact the QAE and the QAE will complete appropriate documentation to record the complaint. The QAE will consider the customer complaint valid upon receipt from the customer. The QAE should

inform the customer of the approximate time the unacceptable performance will be corrected and advise the customer to contact the QAE if not corrected. The QAE will consider customer complaints as resolved unless notified otherwise by the customer. The QAE shall verbally notify the Contractor's Quality Control Inspector (QCI) to pick up the written customer complaint. The QCI will be given two hours after verbal notification to correct the unacceptable performance. If the QCI disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the QCI will notify the QAE. The QAE will conduct an investigation to determine the validity of the complaint. If the QAE determines the complaint as invalid, he will document the written complaint of the findings and notify the customer. The QAE will retain the annotated copy of the written complaint for his/her files. If after investigation the QAE determines the complaint as valid, the QAE will inform the QCI and the QCI will be given an additional hour to correct the defect. A defect will not be recorded if proper and timely correction of the unacceptable condition(s) is accomplished. The QCI shall return the written customer complaint document, properly completed with actions taken, to the QAE, who will file the complaint for monitoring future recurring performance. . If the contractor's QCI investigates the site and challenges the validity of the complaint, the QCI will notify the QAE who will notify the Contracting Officer. The Contracting Officer shall make final determination as to the validity of the complaint. The QCI shall annotate actions taken and return the properly completed CCF to the QAE who will file the CCF. Recurring customer complaints are not permitted for any of the above service items. If a repeat customer complaint is received indicating the same deficiency during the service period (month, quarter, etc.), the QAE should contact the Contracting Officer for appropriate action.

2.3.1. **Re-performance.** The contractor shall be expected to re-perform or correct, if possible, all defects within a four (4) hour time period. Any re-performance or corrective measures performed by the contractor shall be at no cost to the Government. Substandard performance maybe indicated in the annual Contractor Performance Assessment Reporting System (CPARS).

2.3.2. **Certification.** The QAE,COR is required to inspect services each month for acceptance of services.

2.3.3. **Inspection.** The examination and testing of supplies or services (including, when appropriate, raw materials, components, and equipment) to determine whether the supplies or services conform to contract requirements. Inspection is the process of measuring, examining, testing, or otherwise comparing the unit of service with the requirements.

2.3.3.1 **Re-inspection.** The Government may charge the contractor for re-inspection cost equal to the actual Government cost. These charges will be deducted from the Contractor's invoice. This charge will apply to all re-inspections of a defective work that the Contractor was required to correct due to failure of the Contractor QCI system to locate and cure these deficiencies prior to the Government re-inspection. Re-inspection cost will be computed using the effective labor rate of the Government inspector multiplied times the travel and inspection time required. The maximum re-inspection cost shall not exceed \$250.00 per re-inspection.

SECTION 3

3. GOVERNMENT FURNISHED PROPERTY AND SERVICES. The Government will provide the following facilities, equipment and services.

3.1. Government-Furnished Services. The Government shall provide the following services.

3.1.1. UTILITY SERVICES: The Government will furnish to the Contractor from existing Government facilities and without cost to the Contractor, a yard on an unimproved site (site will not be fenced but will have water, sewer and electrical service nearby). This yard will not be located within the industrial complex, but in the OTC area of the depot west of the industrial area. Water and electrical power supply, for the Contractor's on site office, shall be hooked up at the Contractor's expense as set forth below. It is the responsibility of the Contractor to be "energy conscious" in the use of these Government-furnished utilities.

3.1.2. Water.

3.1.2.1. The Government will make water available for the Contractor's on-site offices and cleaning, from existing Government facilities. Water shall not be used for wash down of equipment or vehicles.

3.1.2.2 All taps, connections, and accessory equipment required in making the water supply source connection will be accomplished by and at the expense of the Contractor. All work in connection therewith shall be coordinated, scheduled, and performed as directed by the Contracting Officer/ Contracting Officer's representative and shall meet the utility companies specifications. Said taps, connections, and accessory equipment shall be maintained by the Contractor according to code in accordance with rules and regulations of the Government installation. Upon completion of the contract the removal of all taps, connections and accessories shall be accomplished by and at the expended of the Contractor so as to leave the water supply source or facility in its original condition. Such removal also to be subject to the direction and approval of the Contracting officer.

3.1.3. Electricity: Electrical service pole will be furnished by the government, but metering and installation from pole to office and Electricity usage will be at the expense of the contractor.

3.1.4. Telephone Service: Telephone service will be the responsibility of the Contractor.

3.1.5. Sewer – Sewer service will be made available to the contractor without charge. A sewer line is located near the Contractor's site. It will be the responsibility of the Contractor to make connection to this line at the contractor's expense. The work must meet the utility provider's specifications.

3.1.6. Pest Management Services. The contractor shall notify COR when an insect or rodent problem is detected.

3.1.7. Security Forces and Fire Protection. In the event of an emergency where Security Forces or the Fire Department can be reached by dialing 911 from an on base phone. Dialing 903-334-3333 from an off base line or cell phone will reach dispatch also, for emergency services.

3.1.8. Emergency Medical Treatment. In the event of a severe emergency during hours of operation, call 911 for response and transport, if necessary to a local hospital depending on the severity. Contractor personnel are responsible for preparing necessary paperwork. The contractor is responsible for all costs associated with emergency medical treatment of employees.

3.1.9. Refuse Collection. Collected trash from custodial services shall be deposited in the nearest outside trash collection container. The contractor shall not dispose of oil, lubricants and other flammable or hazardous materials in base dumpsters. The contractor is responsible for pick up of trash, debris or litter which spills during disposal process.

3.1.10. Water Faucets. Water faucets or valves shall be turned off after the required usage has been accomplished.

3.1.11. Key Control. The contractor shall ensure facility security consistent with current Security Forces standard practices for Red River Army Depot to include ensuring facility is secured after custodial service is completed if completion is after 1700. The contractor shall be responsible for all keys issued and shall ensure that the keys are used only in the performance of this PWS. Contractor shall notify Contracting Officer Representative (COR) of key issuance by any Facility Manager. In the event that keys issued to the contractor are lost, the Government shall re-key the facility and deduct the costs from the monthly payment due the contractor.

SECTION 4

4. GENERAL INFORMATION.

4.1. **Contractor Manager.** The contractor shall provide a contract manager who shall be responsible for the performance of the work under this contract. The contract manager shall have full authority to act for the contractor on all matters relating to daily operations for this contract. The name of this person and an alternate(s), who shall act for the contractor when the manager is absent, shall be designated in writing to the KO prior to the contract start date. These individuals shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contract manger and alternate(s) shall be able to read, write, speak and understand English.

4.1.1. **Availability.** The contract manager or alternate shall be physically present at Red River Army Depot during normal base operating hours, during assigned days. Contract manager or alternate(s) shall be present within 15 minutes of notification from the KO, KO Representative or COR during normal operating hours. After normal duty hours, the manager or designated alternate(s) shall be available within 2 hours of notification. Twenty-four (24) hour contact shall be possible via cellular telephone or pager. Telephone, cellular and/or pager number(s) shall be submitted to COR and shall be kept current throughout the life of the contract. The contract manager shall provide the name and phone number if the person designated to respond to customer complaints made on weekends by facility managers of buildings scheduled for cleaning on weekends or holidays. The contract manager or alternate(s) shall have a pocket pager and/or cell phone at all times.

4.1.2. **Contractor Employees.** Contractor employees shall maintain a neat, clean and professional appearance during commencement of this contract work. Contractor employees must be easily recognizable by a distinctive uniform with Company name and an Identification Badge. Identification badge shall contain a Company Name, photograph, Identification # and employee signature.

4.1.2.1. **Contractor Personnel Requirements.** Contractor employees must have current and valid immunization records prior to starting work. The contractor is responsible to obtain a depot pass for each employee through the Directorate of Emergency Services (DES). Contractor shall submit an employee listing with badge number, base pass number and expiration date of the pass 10 days prior to start of contract. *All contractor individuals who require access to the base, its facilities and territories, must also complete a background check prior to beginning work. Documents must be submitted to Contracting Office 10 days prior to the start of this contract.*

4.1.2.1.1. Employees working at the Health Clinic (B-468-Medical Treatment Facility) must have immunizations to comply with the Occupational Safety and Health Act.

NOTE: Medical Treatment Facilities shall have a cleaning person in the facility during the entire time(s) specified. The employee must be able to read, write, speak and understand English. This employee shall be able to respond to emergency requirements within any of the Medical Treatment Facilities.

4.1.2.2. **Personnel Language Requirements.** The Contractor shall provide personnel in the program manager/alternate and supervisor positions that meet the language proficiency level at the beginning of their employment. Employees hired, as program manager/alternates must be able to read all styles and forms of the English language pertinent to professional needs. With occasional use of a dictionary, they must be able to read all pertinent materials in their special field including official and professional documents and correspondence. They must be able to speak the language fluently and accurately on all levels normally pertinent to professional needs. Program manager/alternates must be able to understand and participate in any conversation within the range of his experience with a high degree of fluency and precision of vocabulary. Errors in pronunciation and grammar are rare and they are able to interpret from and into the language. In writing, errors are rare and do not interfere with understanding. They must possess a sense of style that is nearly native and be able to control the structure, vocabulary and spelling. Supervisors must be able to read routine correspondence and reports and grasp the essentials without using a dictionary. They may have occasional difficulty with complex sentence structures. However, they must be able to speak the language with sufficient structural accuracy and vocabulary to participate in formal and informal conversations on practical topics. Vocabulary should be broad enough so that errors never interfere with understanding and rarely disturb the native speaker. Supervisors writing ability must have sufficient control to meet limited practical needs (i.e. able to write numbers and dates, his/her own name and nationality, address, etc). Otherwise, ability to write is limited to simple lists of common items or a few short sentences.

4.1.2.3. **Conduct of Employees.** The contractor is fully responsible for the supervision, performance, and conduct of his/her employees at all times while performing under this contract. The contractor shall NOT allow any employee to perform work

under this contract while under the influence of alcohol, drugs, or any other incapacitating agent. Security Forces personnel on-base have the right to deny entry to the base or remove from the base any contractor employee for misconduct which endangers the health and/or safety of people or property or for reason of security.

4.1.2.4. **On-Base Driving.** Contractor shall ensure employees have a current and valid local driver's license, registration and proper insurance. All vehicles shall be operated in accordance with base traffic regulations and are subject to search at anytime by Security Forces.

4.1.2.5. **Safety.** The contractor shall conform to the Office of Safety and Health Administration (OSHA) And RRAD safety office requirements. Contract manager and leadership shall adhere to all local safety guidelines at all times. Examples include, but are not limited to, wearing safety equipment, this is to include the PPE that is required when working in regulated areas for Example Respirator,coveralls,gloves etc. The contractor shall not employ persons for work on this contract if an employee is identified by the KO as a potential threat to the health, safety, security, general well being or operational mission of the installation and its population. Eye and ear protection is required in all buildings with posted signs. Steel toe shoes are required in all industrial buildings.

4.1.2.6. **Government Employees.** The contractor shall not employ any person who is an employee of the United States Government if the employment of that person would create a conflict of interest. Nor shall the contractor employ any person who is an employee of the Department of the Army, either civilian or military, unless such person seeks and receives approval in accordance with DOD 5500.7-R, Joint Ethics Regulation.

4.1.2.7. **Military Personnel.** The contractor is cautioned that off-duty active duty military personnel hired under this contract (if approved to work for the contractor) may be subject to permanent change of station (PCS), change in duty hours or deployment. Military Reservists and National Guard members may be subject to recall to active duty. The abrupt absence of these personnel could adversely affect the contractor's ability to perform. Their absence, at any time, shall not constitute an excuse for nonperformance under this contract.

4.1.2.8. **Employee Training.** The contractor is responsible for all training programs. Contractor shall conduct and document training of new employees on correct techniques for cleaning and operations of cleaning equipment. The employee training program should cover as a minimum the following topics:

4.1.2.8.1. A general orientation of basic bacteriological concepts infection control and universal precautions, related to duty functions to these areas and the requirements of the PWS.

4.1.2.8.2. Proper use and handling of germicide detergents, supplies and equipment.

4.1.2.8.3. Regulated medical waste, including information on waste categories and waste disposal procedures.

4.1.2.8.4. Hazard communication, including location and access to the Material Safety Data sheet (MSDS) file for products used by the Contractor and government personnel, a work area hazardous chemical inventory, and standard operating procedures or operating instruction governing non-routine tasks involving hazardous materials.

4.1.2.8.5. At the request of the contractor, the point of contact may schedule a suitable training area within the MTF. Selected MTF staff members may attend these sessions to participate and/or observe.

4.1.2.8.6. Records of all employees training shall be maintained by the contractor and made available to the QAE, COR and the KO, upon request, to assure clinic records are correct to comply with the Joint Commission on Accreditation of Healthcare Organization (JCAHO) records requirements.

4.2. **QUALITY CONTROL.** The contractor shall develop and maintain a written Quality Control Plan (QCP) to ensure the requirements of the contract are provided as specified and performance objectives are met. One copy of the QCP shall be provided to the KO and COR not later than the pre-performance conference. The contractor shall make appropriate modifications and obtain acceptance of the plan by the KO before the contract start date.

4.2.1. **Quality Control Plan.** The plan shall include as a minimum, a description of the inspection system covering all services listed in the SDS. The quality control plan shall address the frequency of inspections, procedures to identify, prevent, and ensure non-recurrence of defective services. It must specify the areas to be inspected on either a scheduled or unscheduled basis. The Quality control inspector (QCI) will perform the inspections. Additionally, the plan will address security measures for any government provided keys and lock combinations, necessary to ensure doors are locked and secured before and after service is performed.

4.2.2. **Quality Control Inspector.** The contractor shall have one full time quality control inspector (QCI). The contractor's QCI shall have no duties or responsibilities other than quality control and shall not act as a supervisor, chauffeur, office clerk or custodian at any time.

4.2.2.1. **Records.** The contractor shall maintain on site records of inspections. Records shall include the dates of inspections, what was inspected, discrepancies found and corrective action taken. This documentation shall be kept and made available to the government during the term of the contract and at regular QAE visits to the site.

4.2.2.2. **Work Schedules.** The contractor shall arrange his performance of work to minimize interference with normal conduct of government business. The Contractor shall establish a work schedule, which includes all required tasks, for each area for all buildings. Schedules shall be posted on the bulletin boards provided in each building and/or inside authorized storage area provided. Also, contractor shall post corresponding tasks and days of performance for each facility on the inside of each bathroom door and provide a copy to each facility manager. The Contractor shall provide the QAE and COR with copies of the schedules NLT 10 duty days prior to the beginning of the month. Failure to submit the monthly cleaning schedule on time shall result in a discrepancy, and charged to the next month maximum allowable total. Any changes made to the scheduled tasks and/or days of performance shall be submitted to the KO in writing and will be announced at least five days prior to the effective date. The contractor shall post the new task or days of performance within 48 hours of implementation and provide an updated copy to the facility manager.

4.2.2.3. **Periodic Cleaning Schedule.** The contractor shall provide a periodic cleaning schedule (to include all months of the performance period) for each facility. The schedule shall list as a minimum, the specific facility and building number or street address, the month the projected day(s) of service, and a spot for the facility manager to sign his/her name to the schedule.

4.2.2.4. **Strike Plan.** This plan shall be developed outlining how the contractor will assure there will be no significant interruption of contract services due to labor disruptions.

4.3. **QUALITY ASSURANCE.** A systematic plan of all actions necessary to provide confidence that services will conform to established requirements and satisfactory performance is achieved. Quality assurance refers to actions by the government. The government COR shall inspect contractor's performance. Inspections will be conducted in accordance with the Quality Assurance Surveillance Plan (QASP) with the intent of verifying compliance with contract requirements. Contract requirements not listed on the SDS will be inspected during the performance period of the contract. The government will record all surveillance observations. When an observation indicates defective performance, the COR will request the QCI to initial the written observation. Customer complaints may be received from various customers located on the installation. The contractor's QCI shall be responsible for initially validating customer complaints. However, the QAE shall make a final determination of the validity of that complaint. Government personnel other than the KO and QAE may periodically observe contractor performance. However, the CO is the only person that may obligate the government of direct contractor operations.

4.4. **HOURS OF OPERATION.** Normal operations hours are Monday through Thursday, (0630 to 1700), except for those Monday through Friday operations noted in paragraphs 4.4.1. and Appendix E. There will be mission situations that require the contractor to work other than normal hours. Some of these situations are depot mission production goals, contingency operations, or weather emergencies. When the contractor's access to a work area conflicts with the depot's mission requirements, the contractor shall (re) schedule the work to minimize any disruptions. Such scheduling may require work to be accomplished at times other than normal duty hours.

4.4.1. **Holiday Services.** Services scheduled for a certain day of the week, but cannot be completed due to a National Holiday that fell during the normal cleaning week shall be done either the non-service workday prior to or the non-service workday immediately following that holiday. If the service is scheduled for Monday and that Monday is a holiday, then the service shall be performed on the day after (Tuesday) the holiday. If the services are scheduled for a Thursday and that holiday is on Thursday, then the services shall be performed on the Wednesday before the holiday.

4.5. **SECURITY REQUIREMENTS and FORCE PROTECTION PROCEDURES.** The contractor shall obtain a base identification card for each employee and proper passes as applicable for non-government owned vehicles. Employees are required to have the items present on their person at all times during the performance of this contract. The contractor shall retrieve all identification media, including vehicle decals, from employees who leave contract employment for any reason before the contract expires; e.g. termination, retirement, etc. These items will be returned to the Security Police Pass and Identification Office or at a minimum the KO. The contractor shall maintain a current listing of employees. The list shall include employee names and identification numbers. This list shall be provided to the Contracting Officer, Directorate for Emergency Services and the COR at the contract start date. An updated listing shall be provided upon any changes of employees.

4.5.1. **Key and Lock Combination Control.** The contractor shall establish and implement methods of making sure all keys issued for the contractor's use are not lost or misplaced and are not used by unauthorized persons. The contractor shall immediately report to the QAE or KO any occurrences of loss, unauthorized use or unauthorized duplication of keys. Requirements for building keys are worked on a building-by building basis in coordination with the building managers at the beginning of the contract and revised as needed throughout the life of the contract.

4.5.1.1. **Master Keys.** In the event keys, other than master keys, are lost or duplicated, the contractor may be required, upon written direction of the contracting officer, to re-key or replace the affected lock(s) without cost to the government. The government may, however, at its option replace the affected lock(s) or perform the re-keying and deduct the cost of such form the monthly payment due the contractor. In the event a master key is lost or duplicated, the government shall replace all locks and keys for that system and the total costs deducted from the monthly payment due the contractor.

4.5.1.2. **Prohibition of Keys.** The contractor shall prohibit the use of keys issued by the government by any persons other than the contractor's employees. The contractor shall prohibit the opening of locked areas by the contractor's employees to permit entrance of persons other than contractor's employees engaged in the performance of scheduled work in those areas.

4.5.1.3. **Return of Keys.** The contractor shall return any issued keys to the contracting officer within 24 hours of receipt of written request from the contracting officer. In the event that the contractor cannot produce the requested key(s), the government shall consider these keys as lost and shall take appropriate action as mentioned in paragraph

4.5.2. **Lock Combinations.** The contractor shall control access to all government provided lock combinations to preclude unauthorized entry.

4.5.3. **Personnel Clearances.** Criminal history background checks are required for all employees. The contractor will fund background checks and submit required documents to the proper agencies. It is the Contractor's responsibility to audit the background checks records to ensure that every contractor employee working on depot has a proper criminal history background check. Any employee has the right to obtain a copy of the background check report, and, if necessary, to challenge the completeness or accuracy of the report. If an employee has previously received a background check, proof must be provided to the Contracting Officer or a new check must be obtained. In addition to the background check, a signed statement by each employee indicating arrest or conviction, or lack thereof, of any crime involving children, drugs, or alcohol must be provided to the contracting office prior to work start. The contractor shall obtain a security clearance of SECRET for employees performing work in buildings 184, 1172, 1174 and 1184. Interim/final clearances shall be in effect on the date of the contract and shall be obtained in accordance with DOD 5220.22-R. If an interim clearance, final clearance shall be furnished the Contracting Officer no later than ninety (90) days after the start date of the contract. Clearances shall be kept at a minimum; however, a sufficient number to personnel shall be cleared to preclude any interruption of service required by this contract. Requests for a security clearance of SECRET shall be submitted to the Defense Industrial Security Clearance Office (DISCO), P.O. Box 2499, Columbus, Ohio 43216, on either DD Form 48 or DD Form 49, Personnel Security Questionnaire, as applicable. A completed DD form 258 (Finger Print Card) shall accompany the appropriate form. CAUTION: A minimum of three months is required for DISCO to receive, process, and respond to any request for a security clearance. Waiting periods have been known to be considerably longer. A copy of employee's clearance shall be furnished to the KO/COR on receipt.

4.5.4. **Criminal Convictions.** For purposes of this provision:

4.5.4.1. Only criminal convictions will be considered in determining an applicant's suitability for employment. Detention and/or arrest without conviction do not constitute valid grounds for employment decisions and cannot play a part in the decision-making process.

4.5.4.2. In determining an applicant's suitability for employment where the applicant has criminal convictions on his/her record, consideration will be given to the specific duties of the position, the number of offenses and circumstances of each, the age of the conviction(s), and the accuracy of the explanation on the application.

4.5.4.3. In instances where information is obtained that would appear to make the candidate a poor risk for hire, Security Forces can provide guidance and a recommendation to the hiring authority.

4.6. PERFORMANCE OF SERVICES DURING CRISIS DECLARED BY THE NATIONAL COMMAND AUTHORITY OR BASE COMMANDER. All services required by this PWS have been identified as essential for performance during crisis according to DoDI 3020.37, Continuation of Essential DoD Contractor Services During Crisis. Upon notification of a crisis situation by the contracting officer, the contractor shall perform the essential services required by the PWS during the normal day shift and night shift. To provide reasonable assurance of continuation of essential services, the contractor shall submit the following information to the Contracting Officer within 45 days after contract award and as necessary to document personnel and plan changes throughout the life of the contract: A contingency plan explaining how the contractor will ensure that essential personnel will continue performance of the essential services during crisis. In addition, this plan shall identify employees with military recall commitments and explain how those employees will be replaced in the event of mobilization. (Refer to mobilization guidelines in DoDD 1200.7 Screening the Ready Reserve, and 1352.1 Management and Mobilization of Regular and Reserve Retired Military Members (e and f) for guidelines).

4.6.1. Performance of Services During Military Exercises or Operations. Work stoppages may occur during the execution of this contract due to military exercises or operations. During these times, access to areas supporting the exercise or operation may be curtailed or not allowed. During scheduled and unscheduled exercises or operations, the contractor should be prepared to move to other work locations or suspend operations at no additional cost to the U.S. Government. The contractor will not be held responsible for work not performed due to military exercises or operations, if actions taken to continue work are above and beyond the contract provisions.

4.6.2. Notification. The Contracting Officer will notify the contractor of a crisis condition (or any other condition limiting or excluding contractor employees access to the installation and its facilities) as soon as possible after security procedures have been implemented. If the crisis condition lasts for any extended duration, some facilities may require service, generally for health issues, and they may be approved on a case by case basis. The Contracting Office will contact the contractor regarding which facilities require service and make arrangements for contractor access to Red River Army Depot. Additionally, many facilities will exhaust on-hand supplies (toilet tissue, paper towels, soap, etc.). The Contracting Officer will also make arrangements for contractor access to make regular deliveries of needed supplies (one week's worth) to all facilities for as long a period as needed.

4.7. Environmental Requirements.

4.7.1. Environmental Laws and Regulations Compliance. The contractor shall be knowledgeable of and comply with Federal and State Environmental regulations, DoD instructions, Army regulations as well as Red River Army Depot environmental regulations, policies and guidance. The contractor shall establish policies and procedures to protect health and safety of personnel using, living, or working on properties under the jurisdiction of Red River Army Depot, contractor will have a file on hand in project office and give a copy to COR of MSDS's on all chemicals used, this is to minimize or eliminate risks of health & environmental issues. Contractor facilities and operations are subject to environmental compliance inspections without notice. Environmental questions can be directed to the Environmental Division (903) 334-4006.

4.7.2. Environmental Spill Procedures. The contractor shall report and manage the releases/spills of hazardous materials in accordance with applicable local, State, DoD, and the Red River Army Depot Hazardous Material Emergency Planning and Response Plan (HAZMAT plan). The contractor shall report incident(s) to 334-3333 (from off base or cell phone – 903-334-3333.) Release and/or spill of any hazardous substance or petroleum product shall be reported immediately by a call to 911 (from off base or cell phone – 903-334-3333.), stating location and type of spill. Liability rests solely with the contractor. Contractor shall be responsible for applicable fines from environmental regulatory agencies resulting from contract negligence.

4.7.3. Environmental Pollution Prevention. The contractor shall perform all work so as to minimize environmental pollution or degradation of the environment or natural/cultural resources. Open burning and burial of materials on the Depot is prohibited.

4.7.4. Contractor Hazardous Material Usage Data Requirements. The contractor shall report material information and usage of hazardous products using the forms provided by the government. The contractor shall complete the forms according to the attached instructions and submit them to the COR. This data shall in turn be submitted to the Hazardous Material Office (HAZMART) who will input the data for tracking in the DoD Environmental Management Information System or other tracking system.

4.8. **Safety.** The contractor shall comply with all Occupational Safety and Health Act (OSHA) requirements and standards as published in the 29 Code of Federal Regulations (CFR). The Contracting Officer, COR, Director of Public Works, Safety office, Environmental or Security Police representatives may stop employees from performance of any work that poses an immediate threat to employees or base personnel, and shall immediately contact the COR or Contracting Officer. The Contracting Officer shall make a determination of whether the contractor will be allowed to resume work or take immediate corrective action. Other safety or health violations that do not cause an imminent threat shall be reported to the Contracting Officer and/or COR. Any delays related to such violations are not excusable. Contractor will not be allowed to resume work until unsafe conditions are satisfactorily corrected at the direction of the Contracting Officer. Contractor will also be liable for any costs associated with delays or re-performance of work.

4.9. **Smoking Policy.** All contractor employees shall comply with DoD smoking policy which states smoking is not allowed in any DOD facility.

4.10. **Gate Control.** There is the possibility that some custodial service locations will have limited access to installation/bases with controlled gate openings. Unscheduled gate closures by the Security Forces may occur at any time and personnel entering or exiting the installation may experience delay. Privately owned vehicles of contractor's personnel are subject to being searched pursuant to applicable regulations. The award of this contract does not create a right to have access to any military installation. Any violation of an installation regulation or local statute may result in the termination of the privilege to enter one or more military installations.

4.10. **Contractor Changeover.** The government reserves the right to conduct site visits in all contractor-operated facilities in conjunction with the solicitation of offers for the follow-on-contract. In the event the follow-on-contract is awarded to other than the incumbent, the successor contractor is responsible for obtaining all information from the incumbent contractor, necessary to permit a smooth transition without interruption in service during the transition period. Additionally, the incumbent contractor shall cooperate to the extent required to permit an orderly changeover to the successor contractor. With regard to the successor contractor's access to incumbent employees, a recruitment notice may be placed in each facility.

4.10.1. **Contract Phase-In.** During the new contract, the new Contractor shall ensure the following phase-in requirements are accomplished during the incumbent's phase out period.

4.10.1.1. Complete workforce requirements including the hiring of personnel to ensure satisfactory performance beginning at contract start date.

4.10.1.2. Familiarize all Contractor personnel with equipment operation, workflow to include work in progress, reporting, priorities, forms, documents, scheduling, storage, safety, security, and quality control procedures. The Contractor shall not interfere with the production efforts of the incumbent contractor personnel.

4.10.1.3. Complete a joint phase-in/phase-out inventory of, if any, Government Furnished Property.

4.10.1.4. Review all records, files, documents, and work papers provided by the Government or generated by the incumbent in support of this contract.

4.10.1.5. Ensure all Contractor personnel complete initial training and briefing requirements prior to contract start date.

4.10.1.6. Submit applications to obtain Contractor identification badges, vehicles passes, escort authorization and security clearances.

4.10.2. **Contract Phase-Out.** The incumbent shall be fully responsible for all work performed under this PWS during the phase-out period. The incumbent shall ensure any open task orders, as of the contract end date, are completed under the terms of this contract. The incumbent shall ensure the following phase-out requirements are accomplished during the new contractor's phase-in period.

4.10.2.1. Cooperate fully to permit an effective changeover of workload.

4.10.2.2. Allow recruitment notices to be placed in the work areas.

4.10.2.3. Allow new Contractor and Government personnel access on a non-interference basis, to observe equipment operation, workflow to include work in progress, reporting, priorities, forms, documents, scheduling, storage, safety, security, and quality control procedures.

4.10.2.4. Complete a joint phase-in/phase-out inventory of Government Furnished Property.

4.10.2.5. Provide all records, files, documents, and work papers provided by the Government or generated by the incumbent in support of this contract. These documents should be legible, in sequential order, readable in English, and if electronic, accessible via Government systems.

4.10.2.6. Provide all warranty paperwork; warranty paperwork should be in English.

4.10.2.7. Be allowed to interact with the new Contractor and negotiate a fair settlement for contractor owned inventory, equipment, or vehicles.

4.11. Contractor-Furnished Items and Services.

4.12.1 **General Information.** Except for those items or services specifically stated in this PWS as government furnished, the contractor shall furnish all materials and equipment necessary to accomplish work IAW this PWS with the exception of supplies furnished by the Government in Appendix C. Contractor shall furnish Material Safety Data Sheets (MSDS) in English for all materials/cleaners (including locally bought or procured) to be stored in facility closets. All materials to be used for the Medical Facilities shall be submitted for approval by the Infection Control Function.

4.12.2 **Equipment.** All equipment shall meet normal commercial standards. All equipment shall be in good working condition (i.e. HEPA vacuum cleaners, floor scrubbers, buffers, etc.). Vacuum cleaners noise level shall not exceed 90dBs at 3 feet from the unit. If contractor equipment will be stored on site at a facility, a listing of the location and all equipment stored shall be kept at the storage location, and forwarded to the COR. Contractor shall clearly mark all equipment items (i.e. HEPA vacuums, brooms, dustpans, soap etc.) with the name of the company.

4.12.3 **Contractor-Furnished Materials and Supplies.** The following are materials and restroom supplies to be furnished in all restrooms: One-ply toilet tissue, hand soap, liquid soap, powder soap, urinal deodorant, toilet bowl deodorant, sanitary seat covers, and sanitary napkin liners. Each facility may have both hand and liquid soap containers, in these cases only liquid soap in sealed containers is required.

4.12.4 **Plastic Trash Can/Sanitary Napkin Receptacle Liners.** The contractor shall furnish and install plastic trash liners for each trash can and sanitary napkin receptacle. This includes all rest rooms, desk side, common areas, halls, coffee rooms, and other areas in facilities where trash cans are located. These liners shall be appropriate for the trash can it is used in and shall be changed as required or at the direction of the COR.

4.12.5 **Safety.** All electrical equipment shall meet normal commercial standards. This equipment shall operate using existing building circuits. It shall be the responsibility of the contractor to prevent the operation or attempted operation of electrical equipment, or combinations of equipment, which require power exceeding the capacity of existing building circuits.

4.12.6 **Contractor-Furnished Vehicles.** The contractor shall be responsible for providing van vehicles for transporting personnel and their cleaning equipment/supplies to various buildings on base. The vehicles shall be registered, licensed, and insured. A licensed driver shall operate vehicles in accordance with base traffic regulations. Vehicles shall have the company logo/name and the on-base phone number prominently displayed on both sides. Vehicles shall maintain a clean, professional appearance. Both vehicles shall be in operable condition and meet base, local and country safety and traffic requirements. Vehicles found to be unsafe or unable to function as designed shall be removed from the installation and replaced at contractor's expense. Vehicle repairs shall not be performed on base.

4.13. **Government Remedies.** The contracting officer shall follow FAR 52.212.4, Contract Terms and Conditions-Commercial Items (May 1997), for contractor's failure to perform satisfactory services or failure to correct non-conforming services. The Contractor's response time to correct customer complaints and other defects shall be within 2 hours after notification by the Contracting Officer.

4.14. **Best Estimated Quantity (BEQ).** By accepting this contract, the contractor agrees to the following practice, called the Best Estimated Quantity (BEQ). BEQ is defined as the following:

4.14.1. **Square Footage.** The amount of square footage in each category/line item can fluctuate 5% each month without modifying the contract, and the contractor will be paid the agreed on set square footage. The agreed on set square footage is the square footages noted in Appendices and Bid Schedule. Disagreements between the Government and Contractor quantities will be resolved by the Contracting Officer.

4.14.2. **Example.** For example, the contractor and the base agree that the amount of square feet (SF) covered in the contract will be 100 SF. The amount of square footage cleaned can shift from 95 SF to 105 SF, and the contractor will be paid as if he maintained 100 SF.

4.14.3. **Labor Usage Summary Report.** Contractor shall submit a monthly Labor Usage Summary Report to the Contract Administrator and the Contracting Officer Representative (COR) at the time of invoicing. The Labor Usage Summary Report shall be submitted via e-mail or faxed.

4.14.4. **Invoices.** Invoices shall be submitted through Wide Area Work Flow (WAWF). Prior to submitting the invoice, the contractor shall submit to the COR, a detail invoice for approval listing each line item on the schedule, indicating all deductions and optional cleaning items. Contractor shall only invoice for work done. The government may choose to stop service for periods of time in some buildings due to construction/renovation, etc. The Contractor shall not bill for these buildings during this time. Construction on several of the buildings/areas may not be complete prior to contract award. The Contractor will only invoice for these buildings/areas when scheduled cleaning has started.

SECTION 5

5. SUBMITTALS

Contractor Required.

- a. Contractor Personnel Listing-Contractor shall provide a listing of all personnel; badge numbers and base pass ID expiration date. NOTE: Contractor shall submit individual Personnel Listings for B-184 Computer Room, B-468 Health Clinic, B-1172/1174 Missile Re-certification.
- b. Facility Task & Periodic Cleaning Frequency Schedule-Contractor shall provide a detailed cleaning schedule (task, day and time) and Periodic (month) schedule for the each facility to be serviced. NOTE: Any requested changes shall be submitted to KO **10 days prior** to the change. Change to facility cleaning schedule shall be accomplished within 48 hours of implementation.
- c. Material Safety Data Sheets (MSDS)-Contractor shall provide in English. MSDS for each chemical to be stored in the custodial closet in each facility.
- d. Custodial Daily Supply Usage sheets-Contractor shall provide detailed report of all custodial supplies issued to each facility each day. NOTE: Reports shall be submitted to COR by the second day of each month.

Required	Due Date
Written Proof of Records Check	Pre-Performance Conference
Cleaning Frequency Schedule	Contract Start Date
Contractor's Quality Control Plan	Contract Start Date
Primary/Alternate POCs	Upon Contract Award
Contractor Personnel Listing	Upon Contract Award
Background Check & Immunization Record	Contract Start Date
Contractor Quality Control Inspection Sheets	Monthly
MSDS	Contract Start Date
Contractor Strike Plan	10 Days after Contract Start Date
Custodial Daily Supply Usage	Monthly
Training Records/Certificates	Contract Start Date/Annually there after

SECTION 6

APPENDICES

- A. Applicable Publications**
- B. Facility List**
- C. Contractor Furnished Supplies**
- D. Hours of Operation**
- E. Task and Frequency Charts**

APPENDIX A**APPLICABLE PUBLICATIONS**

Publications and forms applicable to this Performance Work Statement (PWS) are listed below. The contract has coded publications as Mandatory (M) or Advisory (A). The contractor shall follow those publications coded as mandatory. The contractor shall be guided by those coded advisory to the extent necessary to meet requirement in this PWS. At the start of the contract, the Government provides all publications listed. The Government may issue supplements or amendments to listed publications from any organizational level during the life of the contract. The contractor shall keep all issued publications up-to-date. The contractor shall immediately implement those changes in publications that result in a decrease or no change in the contract price. Before implementing any such revision, supplement, or amendment that will result in an increase in contract price, the contractor shall submit to the contracting officer (KO) a price proposal for approval. Price proposals shall be submitted with 30 calendar days from the date that the contractor receives notice of the revision, supplement, or amendment-giving rise to the increase in cost of performance. The Government will consider changes in the contract price due to supplements and amendments shall be considered under the "Contract Terms and conditions-Commercial Items" clause. The Government will continue to supply the Government forms needed for daily operations. Upon completion of the contract, the contractor shall return to the Government all issued publications and unused forms.

PUBLICATION	TITLE	DATE	MANDATORY/ADVISORY
PUBLICATION	TITLE	DATE	MANDATORY/ADVISORY
Army Reg. 420-90	Army Fire Protection and Fire Prevention Program	Current	A
AR 385-10	Disaster Preparedness Planning and Operations	Current	A
AR 40-10, AR 385-40	Health Hazard Assessment Program and Accident Reporting and Records	Current	M
AR 385-1	Army Occupational and Environmental Safety	Current	M
DoD 6055.5-M	Occupational Health Surveillance Manual	Current	M
Joint Commissions on the Accreditation of Healthcare Organizations (JCAHO)	Comprehensive Accreditation Manual For Ambulatory Care	Current	M
Occupational Safety and Health Association (OSHA) Regulation (Standard 29 CFR)	Bloodborne pathogens. – 1910.1030 http://www.osha.gov/ SLTC/bloodborne pathogens	Current	A
MTF Exposure Control Plan	MTF Exposure Control Plan for Bloodborne Pathogens	Current	M
Association for Professionals in Infection Control and Epidemiology; Chaps 15 & 107	APIC Infection Control and Applied Epidemiology Principles and Practice	Copyright 1996	A

APPENDIX B

FACILITY LIST

The Facility List reflects the estimated square footage of work areas to be cleaned by the Contractor. The contractor shall verify existing conditions in field prior to commencing work. See appendix F for a list of buildings/areas to be cleaned.

FLOOR PLANS. Due to security restrictions and protection of Government assets on the installation, floor plans will only be presented to the successful Contractor award, if requested by the Contractor. However, Contractors can view the maps during the solicitation process by contacting the KO.

APPENDIX C

CONTRACTOR-FURNISHED SUPPLIES (ESTIMATED)

Soap, Liquid(contained bag)	1,400 Gallons
Soap, Liquid, Antibacterial	2,500 Gallons
Soap, Powered	15,000 Pounds
Disinfectant, Spray	200 Cases @ 24 cans/case
Paper Cups	60 Cases @ 5000/case
Toilet Tissue	200 Cases @ 96 rolls/case
Jumbo Roll Tissue	800 Cases @6 rolls/case
Paper Towels Single Fold	720 Cases @ 4400 sheets/case
Paper Towels Multi Fold	300 Cases @ 4400 sheets/case
Paper Towels Roll	1500 Cases @ 7200lf/case
Plastic Waste Basket Liners	180,000 each
Plastic Trash Bags	108,000 each

APPENDIX D

FULL TIME EQUIVALENT JANITORIAL STAFF REQUIREMENTS

Hours of operations for these facilities (requirement of services) will be from 0630-1700 Monday-Thursday

Buildings 115E, 115W & 116(A,B,C,D,E,F): A minimum of two (2) full time equivalent janitorial personnel shall work this group of buildings during operating hours.

Buildings 1158, 1172, 1174, 1174C & 1184: A minimum of one (1) full time equivalent janitorial personnel shall work this group of buildings during operating hours.

Building 184: A minimum of one (1) full time equivalent janitorial personnel shall work this building during operating hours.

Building 15: A minimum of one (1) full time equivalent janitorial personnel shall work this building during operating hours.

Building 345: A minimum of one (2) full time equivalent janitorial personnel shall work this building during operating hours. This is a change from MOD P00007 to MOD P00008 to increase from 1 to 2 FTE's.

Buildings 421 & 431: A minimum of one (1) full time equivalent janitorial personnel shall work this group of buildings during operating hours.

Hours of operations for these facilities (requirement of services) will be from 0630-1500 Monday-Friday

Building 493 (Rubber Plant): A minimum of one (1) full time equivalent janitorial personnel shall work this building during operating hours.

Building 468 Health Clinic: A minimum of one (1) full time equivalent janitorial personnel shall work this area of the building during operating hours.

Building 487 Fitness Center: A minimum of one (1) full time equivalent janitorial personnel shall work this building during operating hours.

Building 468 ALLC logistics Leadership Center: A minimum of two (2) full time equivalent janitorial personnel shall work this building during operating hours.

APPENDIX E

TASK and FREQUENCY CHARTS

SERVICE FREQUENCIES

Level of Service	Floors					Restrooms					
	Sweep Dust Mop	Damp Mop	Spot Wax Buff	Carpet/Rugs		Damp Mop Floors	Scrub, Spot Wax Floors	Strip Rewax Floors	Clean Fixtures & Pipes	Clean Mirrors	Service Disp & Trash Cans
				Vacuum	Surface Shampoo						
A	D	D	W	D	M3	2D	W	M3	2D	2D	2D
B	D	W	M	D	M3	D	W	M3	D	D	2D

GENERAL TASKS (ALL AREAS)

Level of Service	Clean Lav & Sinks	Service All Disp.	Clean Water Fountain	Service Sand Urns	Trash Removal	Replace Trash Liners	Spot, Cln Police Area	Clean Ext Entrance	Clean Glass Doors	High Dust	Replace Sand In Urns	Clean Janitor Area
A	D	D	D	D	2D	W(MIN)	D	D	D	M3	M3	2W(MIN)
B	D	D	D	D	2D	W(MIN)	D	D	D	M3	M3	2W(MIN)

NOTE: All tasks may not be applicable in all areas, (i.e., some areas do not have restrooms, some are only partially carpeted, or do not have carpet at all; the frequencies for each applicable item shall be as shown.

D - Daily, W - Weekly, M - Monthly, M3 - Once every 3 months, 2D - Twice a day, M6 - Once every 6 months, 2W - Twice every week

D4-Four days a week, D5-Five days a week, D6-Six days a week, D7-Seven days a week

S4-Swing Shift four days a week, S5-Swing Shift five days a week, S6 Swing Shift six days a week, S7-Swing Shift seven days a week

APPENDIX F

MONTHLY WORK SCHEDULE

AN ANNENDUM TO CONTRACT W911RQ-11-C-0001 CALLED "MONTLY WORK SCHEDULE" WILL BE PRODUCED TO LIST ALL OF THE BUILDINGS AND SQUARE FOOTAGE TO BE CLEANED AND AT THE STATED SERVICE LEVEL. THIS SHCEDULE WILL BE MAINTAINED SEPERATELY AND DATED AS CHANGES OCCUR. THIS WILL BE THE STANDARD TO WHICH SERVICES ARE PROVIDED ON A BUILDING BY BUILDING BASES SUBJECT TO THE PROVISION OF THE CONTRACT AND PERFORMANCE WORK STATEMENT.

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

MONTHLY WORK SCHEDULE

SEE ANNENDUM TO CONTRACT W911RQ-11-C-0001 "MONTLY WORK SCHEDULE CHANGE DATED 01/30/2013" FOR LIST OF BUILDINGS TO BE CLEANED AND SERVICE LEVEL. THIS SHCEDULE WILL BE MAINTAINED SEPERATELY AND DATED AS CHANGES OCCUR.

THIS STATEMENT IS ALSO REFERENCED IN APPENDIX F OF THE PERFORMANCE WORK STATEMENT.

CONTRACT MANPOWER REPORTING

Per the memorandum was issued from the Director of Defense Procurement and Acquisition Policy (DPAP) on November 29, 2012:

"The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Department of the Army via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>"

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.212-4	Contract Terms and Conditions--Commercial Items	MAR 2009
52.217-8	Option To Extend Services	NOV 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003

52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-1	Buy American Act--Supplies	FEB 2009
52.227-1	Authorization and Consent	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2008
52.232-23	Assignment Of Claims	JAN 1986
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.244-6	Subcontracts for Commercial Items	APR 2010
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7006	Billing Instructions	OCT 2005
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.247-7007	Liability and Insurance	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.000-4001 REPORT ON USE OF EMPLOYEES OF NON-FEDERAL ENTITIES TO PROVIDE SERVICES TO DEPARTMENT OF THE ARMY (Mar 2000) (TACOM)

(a) The contractor is required to submit direct labor hours and a relevant composite indirect labor rate associated with the reporting period (generally contemporaneous with submission of a request for payment (e.g., voucher, invoice, or request for progress payment)). The composite indirect labor rate will be used to grossly calculate the number of indirect hours associated with services reported in each period.

(b) The information submitted will be treated as contractor proprietary information when associated with a contractor name or contract number. The Assistant Secretary of the Army (Manpower and Reserve Affairs) (ASA (M&RA)) will oversee the aggregation of this information and will exclude contract number and contractor name

from any use of this data. The planning factor(s) derived from this data by ASA (M&RA) and its contract support (if any) will be used solely for manpower planning purposes and will not be applied to specific acquisitions. Detailed data by contract number and name will not be released to any other governmental entity other than ASA (M&RA) and will only be used for the stated purposes (reporting and planning).

(c) Reporting format: The information will be reported electronically to the M&RA data collection point. The following information, per contract and/or task/delivery order, will be needed to complete all of the data fields under this data collection program:

CONTRACTOR NAME AND ADDRESS

CONTRACT NUMBER _____
(Include Task/Delivery Order Number)

TOTAL ESTIMATED CONTRACT OR TASK/DELIVERY ORDER VALUE \$ _____

DIRECT LABOR HOURS EXPENDED DURING REPORTING PERIOD _____
(Also include estimated value, including all loadings) (Needed for final data reconciliation by Army)
ESTIMATED VALUE \$ _____

CONTRACT LINE ITEM NUMBER(S) (CLIN(S)) _____ (as applicable)

FEDERAL SUPPLY CLASS OR SERVICE CODE _____
(Relevant to the services reported) (If you do not have this information, it can be found at:
<http://web1.whs.osd.mil/peidhome/guide/mn02/SECT1.HTM>. The entire Procurement Coding Manual is at:
<http://web1.whs.osd.mil/peidhome/guide/mn02/mn02.htm>; select the most appropriate code for the predominant services reported per contract or order, and CLIN when applicable.)

ARMY/DOD/PURCHASE REQUEST/PROCUREMENT REQUISITION NUMBER/PROCUREMENT WORK
DIRECTIVE NUMBER (PR&C, PWD, etc.) _____
(From Contract or Task/Delivery Order award document)

APPROPRIATION DATA PERTAINING TO THE SPECIFIC CONTRACT OR TASK/DELIVERY ORDER
(If multiple appropriation, by CLIN, when applicable) _____

ESTIMATED VALUE FOR EACH APPROPRIATION \$ _____
(Needed for final data reconciliation with Defense Finance and Accounting System Data)

PERIOD FOR WHICH THIS DATA PERTAINS—
FROM: (Mo/Day/Year) _____
(e.g., from 01 Nov 1999 to 30 Nov 1999)

TO: (Mo/Day/Year) _____
(NOTE: For preexisting contracts, the first report should start 01 Oct 1999, or start of the contract, whichever is later.)

RELEVANT COMPOSITE INDIRECT LABOR RATES FOR THE SERVICES AND PERIOD REPORTED

(One composite indirect labor rate will be used to estimate the number of indirect hours and a second composite indirect labor rate will be used to estimate the value of indirect hours (needed for data quality control and rationalization).)

NAME AND ADDRESS OF ARMY ORGANIZATION SUPPORTED (Immediate Army customer receiving/reviewing work)

NAME AND ADDRESS OF CONTRACTING OFFICE (Office that issued the Contract or Task/Delivery Order)

CONTRACTOR POC, PHONE NUMBER, EMAIL ADDRESS (Will only be used to contact the respondent for clarification regarding data submission.)

(End of Format)

(d) The information required shall be reported electronically to the ASA (M&RA) data collection point at the following secure web site, drawing on the relevant data elements cited in paragraph (c) of this clause:

<http://contractormanpower.us.army.mil>

(End of clause)

52.000-4002 CONTRACTOR MANPOWER REPORTING (Oct 2005) (TACOM)

(a) Scope. The following sets forth contractual requirements, and related policies and procedures, for reporting of contractor labor work year equivalents (also called Contractor Man-year Equivalents (CMEs)) in support of the Army, pursuant to 10 U.S.C. 129a, 10 U.S.C. 2461(g), and Section 343 of Public Law 106-65. Reporting shall be accomplished electronically by direct contractor submission to a secure Army Web Site:

<https://contractormanpower.army.pentagon.mil/>.

(b) Purpose. The purpose of this reporting requirement is to respond to Congressional requests; significantly improve reports to Congress and to internal Army manpower and force management planners and decisionmakers; and, to broadly quantify the extent of CMEs used to support Army operations and management under the Federal Supply Class and Service Codes for "Research and Development: and "Other Services and Construction." The Army's objective is to collect as much significant CME data as possible to allow accurate reporting to Congress and for Army planning purposes. The reporting data elements should not be viewed as an "all or nothing" requirement. Even partial reporting, e.g. direct labor hours, appropriation data, place of performance, Army customer, etc., will be helpful.

(c) Applicability. This reporting requirement applies only to services covered by Federal Supply Class or Service codes for "Research and Development," and "Other Services and Construction." If the contractor is uncertain of the coding of the services performed under this contract/order, or the scope and frequency of reporting, guidance may be obtained from the Army Web Site Help Desk, other HQDA contacts cited at the Web Site, or from the contracting

officer. Classified contract actions are not, per se, exempt from this requirement. Report submissions shall not contain classified information.

(d) Requirements. The contractor is required to report the following contractor manpower information, associated with performance of this contract action in support of Army requirements, to the Office, Assistant Secretary of the Army (Manpower and Reserve Affairs), using the secure Army data collection web-site at <https://contractormanpower.army.pentagon.mil/>:

(1) Direct Labor. Direct labor hours and the value of those hours;

(2) Indirect Labor. Composite indirect labor hours associated with the reported direct hours, and the value of those indirect labor hours plus compensation related costs for direct labor hours ordinarily included in the indirect pools; or two distinct, relevant annual composite or average indirect labor rates. If used in lieu of raw indirect labor hours and the value of those indirect hours, the rates may be annualized average estimates for the reporting contractor and need not be developed for each reporting period.

(i) Composite Indirect Rate for Indirect Manhours. If provided, the composite indirect labor rate will be used to grossly estimate the number of indirect hours associated with services reported in each period, when multiplied by the reported direct labor hours.

(ii) Composite Indirect Rate of Compensation Value. If provided, a different composite indirect labor rate will be used to grossly estimate the value of compensation related charges not included in the value of direct labor charges, when multiplied by the reported direct labor value. This rate shall include: salaries and wages for indirect labor hours; directors' fees; bonuses (including stock); incentive awards; employee stock options; stock appreciation rights; employee insurance, fringe benefits (e.g., vacation, sick leave, holidays, military leave, supplemental unemployment benefit plans); contributions to pension plans (defined benefit, defined contribution); other post-retirement benefits, annuity, and employee incentive compensation and deferred compensation plans; early retirement plans; off-site pay; incentive pay; hardship pay; severance pay/ and COLA differential;

(iii) Actual Estimated Indirect Labor Hours and Value(s). Contractors may choose to report estimated total hours and dollars for indirect labor (related to the reported direct labor) and compensation charges not reported as direct labor charges (as opposed to providing average composite rates.) Either method chosen should be consistently reported.

(e) Report Exemption(s). In the rare event the contractor is unable to comply with these reporting requirement without creating a whole new cost allocation system or system of record (such as a payroll accounting system), or due to similar insurmountable practical or economic reasons, the contractor may claim an exemption to at least a portion of the reporting requirement by certifying in writing to the contracting officer the clear underlying reason(s) for exemption from the specified report data elements,

and further certifying that they do not otherwise have to provide the exempted information, in any form, to the United States Government. This certification is subject to audit and potential legal action under Title 18, United States Code. The contractor may not claim an exemption on the sole basis that they are a foreign contractor; that services are provided pursuant to a firm fixed price or time and materials contract or similar instrument; or on the basis that they have sub-contracted their payroll system, or have too many subcontractors. If the contracting officer, by written notice, determines that the "self-exemption" is lacking in basis or credibility, the contractor shall comply with the subsequent direction of the contracting officer, whose decision is final in this matter.

(f) Uses and Safeguarding of Information. The information submitted will be treated as contractor proprietary information when associated with a contractor name or contract number. The Assistant Secretary of the Army (Manpower and Reserve Affairs) will oversee the aggregation of this information and will exclude contract number and contractor name from any use of this data (except as necessary for internal Army verification and validation measures). The planning factor(s) derived from this data by ASA (M&RA) and its contract support (if any) will be used solely for Army manpower purposes and will not be applied to any specific acquisition(s). Detailed data by contract number and name will not be released to any Governmental entity other than ASA (M&RA), except for purposes of assessing compliance with the reporting requirement itself, and will only be used for the stated purposes (reporting and planning). Any potentially sensitive data released within the Army or to its contractor will be clearly marked as contractor Proprietary. Non-sensitive roll-up information may eventually be published for public inspection after such data has been validated as deemed appropriate.

(g) Sub-Contractor(s). The contractor shall ensure that all reportable sub-contractor data is timely reported to the data collection web site (citing this contract/order number). At the discretion of the prime contractor, this reporting may be done directly by subcontractors to the data collection site; or by the prime contractor after consolidating and rationalizing all significant data from their sub-contractors.

(h) Report schedule. The contractor is required to report the required information to the Office of the Assistant Secretary of the Army (Manpower and Reserve Affairs) data collection web site generally contemporaneous with submission of a request for payment (for example, voucher, invoice, or request for progress payment), but not less frequently than quarterly, retroactive to October 1, 1999, or the start of the contract/order, whichever is later. Deviation from this schedule requires approval of the contracting officer.

(i) Reporting format. The information required should be reported electronically to the M&RA data collection point, at <https://contractormanpower.army.pentagon.mil/>. This web site identifies and explains all the mandatory data elements and format required to assure reliable and consistent collection of the data required by law, and includes, but is not limited to, identification of the information collected pursuant to Sec. 668.2(d)(1) and (2) as related:

(1) Reporting to congress or Army Leadership. Data elements required for reports to Congress and Army manpower planning, such as: the applicable federal supply class or service code, appropriated data (and estimated value for each appropriation where more than one appropriation funds a contract), major Army organizational element receiving or reviewing the work, and place of performance/theater of operation where contractor performs the work.

(2) Data Credibility. Data elements required for purposes of assuring credible and consistent reporting and general compliance with the reporting requirement, such as: beginning and ending dates for reporting period; contract number (including task or delivery order number); name and address of contracting office; name, address and point of contact for contractor; and total estimated value of contract.

(j) Reporting Flexibility. Contractors are encouraged to communicate with the help desk identified at the data collection web site to resolve reporting difficulties. The web site reporting pages include a "Remarks" field to accommodate non-standard data entries if needed to facilitate simplified reporting and to minimize reporting burdens arising out of unique circumstances. For example, contractors may use the remarks field to identify multiple delivery orders associated with a single data submission or record, so long as the contract number, federal supply or service code, major Army organizational element receiving or reviewing the work, and contracting office are the same for the reporting period for that set of delivery orders, rather than entering a separate data submission or record for each individual delivery order. Subcontract data may also be consolidated in a single report for a report period. Other changes to facilitate reporting may be authorized by the contracting officer or the Help Desk (under Army policy direction and oversight).

The Unit Identification Code (UIC) for Red River Army Depot is W0MCAA.

52.000-4003 ISO 9001-2008 REGISTERED (Jan 2010)

Red River Army Depot, an ISO 9001-2008 registered industrial complex, is committed to quality.

52.000-4008 SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM STATEMENT
(FAR 19.1007(a)(2)) (Jul 2008) (TACOM)

The resultant award will be/is issued pursuant to the Small Business Competitiveness Demonstration Program.

52.000-4957 WIDE AREA WORKFLOW INFORMATION/INSTRUCTIONS - SERVICES (Jun 2008)
(TACOM)

To implement DFARS 252.232-7003, "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS", Red River Army Depot uses Wide Area WorkFlow — Receipt and Acceptance (WAWF-RA) to electronically process vendor requests for payment. This application allows DoD vendors to submit and track invoices and receipt/acceptance documents electronically.

The contractor is required to use WAWF-RA when processing invoices and receiving reports under this order. Submission of hard copy DD250/invoices will no longer be accepted for payment.

The contractor shall register to use WAWF-RA at <https://wawf.eb.mil>. There is no charge to use WAWF. All questions relating to system setup and vendor training can be directed to the help desk at Ogden, UT. They can be reached at 1-866-618-5988 or 1-801-605-7095. Web-based training for WAWF is also available at <http://www.wawftraining.com/>. If you are new to WAWF, please visit our website at <https://redriver.army.mil>. Click on the Procurement button on the left. At the New Information for Vendors line, click on Access Information about Wide Area Workflow (WAWF). This will take you to the WAWF Getting Started Guide for Vendors. Print this guide for step by step instructions.

THE FOLLOWING CODES WILL BE REQUIRED TO ROUTE YOUR INVOICES THROUGH WAWF.

All codes are required for proper processing.

[X] Invoice as 2-in-1 (Services only)

[X] Contractor CAGE Code

[X] Pay D0DAAC: HQ0303

[X] Issue DoDAAC: W911RQ

[X] Admin D0DAAC: W911RQ

[X] Inspect by D0DAAC: W911RQ

[X] Service Acceptor D0DAAC: W911RQ

[X] Contracting Officer: W911RQ

Contractor: WAWF will prompt asking for “additional e-mail submission” after clicking “SIGNATURE”. The following E-Mail address MUST be input in order to prevent delays in processing:

Contract Administrator: Paul Johnson, 903-334-4283, paul.a.johnson1@us.army.mil

Contract Officer Representative (Primary): Terry Sturdivant, 903-334-2937, terry.sturdivant@us.army.mil

Contract Officer Representative (Alt): Roger Batchelor, 90-334-4047, roger.k.batchelor@us.army.mil

Contract Officer: Charlie D. Harris, Jr., charlie.d.harris@us.army.mil

The paying office DoDAAC and mailing address will be located on the front of your award. You can track your payment information on the DFAS website at <http://www.dod.mil/dfas/contractorpay/myinvoice.html>. Your purchase order/contract number or invoice will be required to inquire status of your payment.

Questions concerning payment should be directed to the Defense Finance Accounting Services (DFAS) Centralized Customer Service Contact Center at 1-800-756-4571. Please have your order number and invoice ready when calling about payment status.

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent

fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of Mr. Donald E. Kennedy, the Director of Contracting and shall not be binding until so approved.

(End of Clause)

52.209-8 UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by entering the required information in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) With the exception of the Contractor, only Government personnel and authorized users performing business on behalf of the Government will be able to view the Contractor's record in the system. Public requests for system information will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2010)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___(4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).

___ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (7) [Reserved].

XX (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

XX (10) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

XX (12) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (13) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

XX (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

XX (19) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

XX (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).

XX (21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

XX (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

XX (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

XX (24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

XX (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (26) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (27) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

___ (29)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423)

___ (ii) Alternate I (DEC 2007) of 52.223-16.

___ (30) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (31)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (32) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (33) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (36) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

___ (37) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XX (38) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (39) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

___ (40) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

___ (41) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (42)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

XX (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

XX (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

XX (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)

____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

____ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) Reserved.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.212-4037 PERFORMANCE (Apr 1994)

Services to be performed at Red River Army Depot, Texarkana, TX.

Other: _____

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **60 days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **5 years**.

(End of Clause)

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The _____ **insert name of SBA's contractor** will notify the _____ insert name of contracting agency Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of Clause)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (JUL 2005)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)

(a) Definitions. As used in this clause--

"Act," means the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

"Contractor," when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) **Obligation to Furnish Fringe Benefits.** The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) **Minimum Wage.** In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) **Successor Contracts.** If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) **Notification to Employees.** The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) **Safe and Sanitary Working Conditions.** The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) **Records.** (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or

amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of

the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
- (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
- (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

JANITOR, SERIES 11150, WG Grade 2, WG Step 2, \$15.30 PER HOUR.

(End of clause)

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP 2009)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to

cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

(End of clause)

52.222-99 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT.

(a) During the term of this contract, the Contractor shall post a notice, of such size and in such form, and containing such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notices shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relation Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required notice, printed by the Department of Labor, may be-

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency, if requested;

(3) Downloaded from the Office of Labor-management Standards website at www.dol.gov/oms/regs/compliance/E013496; or

(4) Reproduced and used [as] exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the Employee Notification referred to in this clause is located at Appendix A, Subpart A, 29 DFR part 471.

(d) The Contractor shall comply with all provisions of the Employee Notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and FAR Subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 471, which implements E.O. 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each contractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of actions for non compliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

52.222-4029 WAGE RATES (Jul 2005)

The attached schedule of Wage Rates No. **2011-0225 Revision No. 1** was authorized by the Secretary of Labor to be the prevailing wage rates for construction and maintenance contracts at Red River Army Depot, Bowie County, Texarkana, Texas. Any change of wage rates will be issued by addendum prior to opening of bids.

A copy of the Service Contract Act wage determination may be downloaded at website <http://www.wdol.gov>.

52.242-4004 ADMINISTERING CONTRACTING OFFICER (Dec 2009)

NAME: Mr. Charlie D. Harris, Jr.

ADDRESS: Red River Army Depot
100 Main Drive
ATTN: CCTA-HDR
Texarkana, Texas 75507-5000

TELEPHONE: (903)334-2218
(903)334-2628 (fax)

E-MAIL: charlie.d.harris@us.army.mil

52.246-4001 INSPECTION AND ACCEPTANCE (Apr 1994)

Red River Army Depot
Texarkana, Texas

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2010)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(4) 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

(5) 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(6) 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7) 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) 252.225-7012, Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).

(9) 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(10) 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(11)(i) 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) Alternate I (SEP 2008)

(12) ____ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(13) ____ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(14)(i) ____ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ____ Alternate I (JUL 2009) of 252.225-7036.

(15) ____ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(16) ____ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

(17) ____ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(18) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(19) __XX__ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(20) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(21) ____ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(22) ____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(23)(i) __XX__ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ____ Alternate I (MAR 2000) of 252.247-7023.

(iii) ____ Alternate II (MAR 2000) of 252.247-7023.

(iv) ____ Alternate III (MAY 2002) of 252.247-7023.

(24) __XX__ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(2) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

H2. INSURANCE (Fixed Price Contract)

Pursuant to the requirements of the contract clause titled "Insurance-Work on a Government Installation", the contractor shall obtain and maintain at least the following kinds of insurance and minimum liability coverage during any period of contract performance:

a. Workmen's Compensation and occupational disease coverage as required by law except that, if this contract is to be performed in a state which does not require or permit private insurance, then compliance with the statutory or administrative requirements in any such state will be satisfactory. The required Workmen's Compensation Insurance shall extend to cover employers' liability for accidental bodily injury or death and for occupational disease with a minimum liability limit of \$100,000.

b. Comprehensive General Liability Insurance in the minimum limit of \$500,000 per occurrence for bodily injury liability.

c. Comprehensive Automotive Liability Insurance with minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury, and a minimum limit of \$20,000 per occurrence for property damage.

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
	CLIN 1001 Exhibit(s)	1	
	CLIN 3001 Exhibit(s)	1	
	CLIN 0001 Exhibit(s)	1	
	CLIN 4001 Exhibit(s)	1	
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